

1 G. GEOFFREY ROBB (131515)
2 MARISA G. HUBER (254171)
3 GIBSON ROBB & LINDH LLP
4 201 Mission Street, Suite 2700
5 San Francisco, California 94105
6 Telephone: (415) 348-6000
7 Facsimile: (415) 348-6001
8 Email: grobb@gibsonrobb.com
9 mhuber@gibsonrobb.com

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11 Attorneys for Plaintiffs-in-Limitation
12 Sea Legend LLC as owner, John Moller as owner *pro hac vice*, and Conrad Moller
13 as owner *pro hac vice*, of the vessel *SEA LEGEND*
14

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
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15 In the Matter of Sea Legend LLC as
16 owner, John Moller as owner *pro*
17 *hac vice*, and Conrad Moller as
18 owner *pro hac vice*, of the vessel
19 *SEA LEGEND*, for Exoneration
20 From or Limitation of Liability
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Case No. 2:18-cv-5879-SVW (MRWx)

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

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1 WHEREAS, the Plaintiffs-in-Limitation, the Claimant, and the Third-Party
2 Defendant herein (collectively the “Parties”) claim that they possess certain
3 confidential or proprietary information for which special protection from public
4 disclosure or use for any purpose other than this court action would be warranted;

5 WHEREAS, the Parties claim that the disclosure of such information may
6 result in harm to them;

7 WHEREAS, the Parties acknowledge that this Order does not confer blanket
8 protections on all disclosures or responses to discovery and that the protection it
9 affords extends only to the limited information or items that are entitled under the
10 applicable legal principles to treatment as confidential;

11 The Parties hereby stipulate to the following:

12 1. For the purposes of this Agreement, confidential information includes
13 information protected within the scope of Fed. R. Civ. P. 26(c)(1)(G). By way of
14 example, and without limitation, confidential information may include or be
15 included in pricing or valuation information, agreements, papers, reports, and
16 financial documents which comprise, embody, or summarize matters which the
17 Parties consider confidential and desire not be made public.

18 2. Whenever the Parties produce a document or thing containing
19 information they deem to be confidential and wish to be subject to this Order, the
20 producing Party shall mark or designate the document or thing “Confidential.”
21 Where any document or thing is marked or designated “Confidential” upon the
22 first page thereof, the entire document or thing shall be deemed marked
23 “Confidential.”

24 3. All material which the Parties produce which is designated as
25 “Confidential” in this proceeding shall be maintained in confidence by the Parties
26 and used solely in the preparation or hearing of this proceeding. The Parties shall
27 not disclose or permit to be disclosed material that is designated “Confidential” to
28 any persons, including consultants, experts or others retained by the parties hereto,

1 except a Party to this action may share “Confidential” information where the Party
2 deems it reasonably necessary to consult with or use the services of such persons to
3 prepare for or try this case, provided that:

4 a) Access to such material shall be restricted to: the Parties; their
5 respective counsel, paralegals, and staff; court reporters and videographers; experts
6 or consultants retained or specially employed by a Party in this case; deposition or
7 hearing witnesses; the Court and its staff (as set forth herein);

8 b) Counsel for all Parties, by executing this Agreement, undertake
9 to abide by and be bound by its provisions and to use due care to see that its
10 provisions are known and adhered to by those under their supervision or control
11 including any expert or consultant who has been retained or specially employed by
12 a Party in anticipation of this litigation or for trial of this case. Such experts or
13 consultants shall be provided a copy of this Agreement and shall sign the
14 **Acknowledgement and Agreement to Be Bound** by this Order attached hereto as
15 **Exhibit A.**

16 4. All depositions or portions of depositions taken in this matter, and all
17 testimony or portions of testimony provided at the hearing in this matter, that
18 contain confidential information may be designated “Confidential” and thereby
19 obtain the protections accorded other Confidential documents. Confidentiality
20 designations for depositions or hearing testimony shall be made either on the
21 record or by written notice to the other party within 14 days of receipt of the
22 transcript. Unless otherwise agreed, depositions and hearing testimony shall be
23 treated as Confidential during the 14-day period following receipt of the transcript.

24 5. The receiving Parties and their counsel shall act to preserve the
25 confidentiality of designated documents and information. Information designated
26 as “Confidential” may be referred to by a Party in notices, correspondence,
27 motions, briefs or any other pleadings or submissions, may be used in depositions,
28 may be marked as deposition exhibits, may be used at the hearing, and may be

1 marked as hearing exhibits. However, before any material designated as
2 “Confidential” is filed with the Court for any purpose, the Parties seeking to file
3 the materials shall meet and confer telephonically and in writing with the opposing
4 Parties to determine if redaction and/or other modification is mutually agreeable or
5 if the Party seeking to file such material must seek permission of the Court to file
6 the material under seal, to the extent possible.

7 6. Nothing contained herein shall constitute an admission or concession,
8 or permit any inference, that the claimed confidential or trade secret document is,
9 in fact, a confidential document as claimed by the designating Parties. The
10 receiving Parties may seek an order authorizing treatment of any document labeled
11 “Confidential” as a non-confidential document. The materials at issue must be
12 treated as Confidential Information as designated until the Court has ruled on the
13 objection or the matter has otherwise been resolved.

14 7. Nothing in this Agreement shall be construed to entitle any Party to
15 obtain any document, thing or information that otherwise would not be allowed
16 pursuant to applicable law, rules, codes, statutes or court order.

17 8. Nothing in this Agreement shall be deemed to preclude the Parties
18 from seeking and obtaining additional protection with respect to the confidentiality
19 of documents or other discovery material, or relief from this Agreement with
20 respect to particular material designated “Confidential” hereunder.

21 9. Knowing failure to abide by the terms of this Agreement, if not
22 specifically amended in writing by counsel to the Parties, may result in a motion
23 for sanctions, costs, and attorney’s fees, and any other appropriate legal action.

24 10. This Agreement may not be waived, modified, abandoned or
25 terminated, in whole or part, except by an instrument in writing signed by the
26 Parties. If any provision of this Agreement shall be held invalid or unenforceable
27 for any reason whatsoever, the remaining provisions shall not be affected thereby.

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1 11. After termination of this case, the provisions of this Agreement shall
2 continue to be binding.

3 12. No action taken in accordance with this Stipulation shall be construed
4 as a waiver of any claim or defense in this action, or of any position as to
5 discoverability or admissibility of evidence.

6 13. This Stipulation is effective as of February 19, 2019 and remains in
7 effect regardless of when or whether the Court signs this Stipulated Protective
8 Order.

9 14. This Stipulation may be signed in counterparts.
10 Stipulated to:

11 Counsel for Plaintiffs-in-Limitation, Marisa G. Huber, certifies that all
12 electronic signatures below have been duly authorized by signatory counsel per
13 ECF Rule § 2(f)(4).
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17 Dated: February 19, 2019

GIBSON ROBB & LINDH LLP

18 /s/ MARISA G. HUBER

19 _____
20 Marisa G. Huber
21 Attorneys for Plaintiffs-in-Limitation
22 SEA LEGEND LLC, JOHN MOLLER,
23 and CONRAD MOLLER

24 Dated: February 19, 2019

THE HOMAMPOUR LAW FIRM

25 /s/ DANIELLE LINCORS

26 _____
27 Danielle Lincors
28 Attorneys for Claimant
KRISTEN LLOYD

1 Dated: February 19, 2019

B&D LAW GROUP, APLC

2
3 /s/ MICHAEL B. GEOOLA

4 _____
5 Michael B. Geoola
6 Attorneys for Claimant
7 KRISTEN LLOYD
8

9 Dated: February 19, 2019


BULLIVANT HOUSER BAILEY PC

10 /s/ KEITH GILLETTE

11 _____
12 Marilyn Raia
13 Keith Gillette
14 Attorneys for Third-Party Defendant
15 BYRD TECHNOLOGIES, INC. DBA
16 MARQUIPT
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20 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

21 Dated: March 13, 2019

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24 **United States Magistrate Judge**
25 **Michael R. Wilner**
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [*print or type full name*], of
_____ [*print or type full address*], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Confidentiality Agreement and Protective Order referenced as effective as of
February 19, 2019 in the case of “In the Matter of SEA LEGEND, LLC *et al.*”; Case
No. 2:18-cv-SVW (MRW). I agree to comply with and to be bound by all the terms
of this Stipulated Agreement and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Agreement to any person or entity except in strict
compliance with the provisions of this Agreement.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Agreement, even if such enforcement proceedings occur after termination
of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____